



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :

Department of Justice Canada
Finance and Planning Branch
attention: Jeff Williams
Email: Jeff.Williams@justice.gc.ca

Ministère de la Justice Canada
Direction générale des finances et de la planification
Attention : Jeff Williams
Courriel : Jeff.Williams@justice.gc.ca

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Comments - Commentaires

Proposal To: Department of Justice Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition au : Ministère de la Justice Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
National Mentoring Program Application	
Solicitation No. – N° de l'invitation	Date
JUS20210129	January 29, 2021
Client Reference No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EST) Heure Normale de l'Est (HNE)
on – le March 10, 2021	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Jeff Williams	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
604-220-9196	Jeff.williams@justice.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
NCR	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

PART 1 - GENERAL INFORMATION:

provides a general description of the requirement;

PART 2 - BIDDER INSTRUCTIONS:

provides the instructions, clauses and conditions applicable to the bid solicitation;

PART 3 - BID PREPARATION INSTRUCTIONS:

provides bidders with instructions on how to prepare their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION:

indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION:

includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS:

includes specific requirements that must be addressed by bidders; and

PART 7 - RESULTING CONTRACT CLAUSES:

includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Statement of Work,

Basis of Payment,

Security Requirements Checklist,

Integrity Regime Verification Form

1.2 Summary

1.2.1 The requirement is for a Contractor with expertise in mentoring to design, develop, maintain and support a modern National Mentoring Program (NMP) application for the Department of Justice using a customized version of the Contractor's existing mentoring software. The new application will replace the existing NMP application and will need to retain the automatic matching functionality which matches mentors with associates (employees who are seeking mentors) and suggests potential pairings based on the profiles created by mentors and associates. The current NMP application is an internal system hosted on the server of the Department of Justice, with connectivity to internal Departmental databases. The new NMP application must be hosted externally on the Contractor's server(s). The new application will not have access or connectivity to internal Department of Justice databases. Rather, mentors and associates will provide data via profiles that they input through a web-based application operated by the Contractor on an external server located in Canada. The automated matching process will use the data provided by the mentors and associates to recommend potential pairings. The new NMP application must be bilingual in accordance with the [Official Languages Act](#) and [Official Languages Regulations](#). The new NMP application must also feature a reporting functionality to report detailed mentoring statistics and results to the NMP team at the Department of Justice. Finally, the new NMP application must respect all privacy and security requirements, as well as accessibility standards, of the Government of Canada. For the resulting contract, there will be an initial 1 year contracting period to design, deliver, maintain, operate and support the new NMP application. The Department of Justice reserves the option to extend the contract for up to four (4) additional one year periods.

1.2.2 There are security requirements associated with this requirement. For additional information, consult *Part 6 - Security, Financial and Other Requirements*, and *Part 7 - Resulting Contract Clauses*. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).



1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$26,400 for goods and under \$105,700 for services.

Should bidders have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

For more information about OPO, including the available services, please visit the [OPO website](#).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The *2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20>) are incorporated by reference into and form part of the bid solicitation.

Section 05, *Submission of Bids*, subsection 4, of *2003 Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Department of Justice Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bidders must submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than Ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (Policy on Green Procurement <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

- I1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- I2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with *Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation*.
- II2 Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to (a) their bid; and (b) any contract that may result from their bid.

Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.
- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Section IV: Additional Information

- IV1 Bidder's Proposed Site or Premises Requiring Safeguard Measures



As indicated in *Part 6 - Security Requirements*, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

- IV2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to *Attachment 1 to Part 4 : Technical Evaluation Criteria*.

4.1.1.2 Point Rated Technical Criteria

Refer to *Attachment 1 to Part 4 : Technical Evaluation Criteria*.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

4.1.2.1

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule*.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule* shall be considered as failing to meet a mandatory requirement of the RFP and, therefore, the Bidder's proposal shall be given no further consideration.

4.1.2.2

The volumetric data included in the pricing schedule detailed in *Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule* are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2 BASIS OF SELECTION

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 180 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 255 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MANDATORY TECHNICAL CRITERIA		CROSS REFERENCE TO PROPOSAL
M1	<p>Experience of the Bidder The Bidder must demonstrate they have completed at least two (2) projects designing, developing and maintaining mentoring software, programs or applications that include an automatic matching functionality, within the last five (5) years from the RFP closing date.</p> <p>In order to be compliant with M1, the following information must be provided in two (2) pages or less, for each project:</p> <ul style="list-style-type: none"> a) detailed description of the mentoring solution; b) project start and end date (dd/mm/yy); c) name of the client, including the name and email address of a client reference; d) description of the target user audience. 	
M2	<p>The Bidder must propose a minimum of one (1) and a maximum of five (5) technical resource(s) who will lead the design and implementation of the proposed mentoring solution.</p> <p>The Bidder must demonstrate that at least one (1) of the proposed resources has led the design and implementation of mentoring software, programs or applications involving an automatic matching functionality, in the past five (5) years from the RFP closing date.</p> <p>In order to be compliant with M2, the following information must be provided:</p> <ul style="list-style-type: none"> a) A résumé for each proposed resource. Each résumé is not to exceed five pages in length. b) In one (1) page or less for each mentoring solution the technical resource has developed and implemented: <ul style="list-style-type: none"> a. a description of the mentoring solution; and b. the date when the mentoring solution was implemented (dd/mm/yy). <p>NOTE: If more than five (5) technical resources are proposed/résumés provided, they will be arranged in alphabetical order according to last name and only the first five (5) will be considered.</p>	
M3	<p>Language Capacity (English/French) of Technical Resource(s) The Bidder must demonstrate that among all the technical resources proposed who meet the requirements in M3, at least one (1) resource has successfully developed web content and responded to user inquiries in both official languages, French and English.</p> <p>In order to be compliant with M4, the Bidder must provide the following information for each resource:</p> <ul style="list-style-type: none"> a) the name of the resource; b) a description of the French and English web content; <p>the role of the resource in developing the web content and responding to user inquiries.</p>	
M4	<p>Bilingual Web Content In one page or less, the Bidder must describe their approach to ensuring the quality of English and French in its web content and support materials. The Bidder must outline the measures it will have in place to align translations with standard terminology used in the federal government.</p>	
M5	<p>Accessibility, Privacy and Security Protections In one page or less, the Bidder must describe their approach in the following areas:</p> <ul style="list-style-type: none"> • measures to ensure the protection of private or personal data provided by end users; • security measures to be implemented to protect the integrity of the proposed mentoring solution; • measures to be implemented to ensure that the mentoring solution meets all accessibility standards of the Government of Canada and Department of Justice Canada (e.g. the <u>Government of Canada Standard on Web Accessibility</u>). 	



2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Technical proposals will be assessed separately against the evaluation criteria identified below. Point rated criteria not addressed in the bidder’s proposal will result in a score of zero being assigned against that particular criterion.

POINT RATED TECHNICAL CRITERIA			
No.	Rated Requirement	Available Points	Cross Reference to Proposal (Page #)
R1	<p>Experience of the Bidder</p> <p>The Bidder should demonstrate their experience in developing and delivering mentoring applications, programs or software. Each example of a mentoring solution should be from a different client. The description of each solution should be no more than one (1) page in length.</p>		
	<p>In order to obtain points for R1, the following information should be provided for each mentoring solution:</p> <ul style="list-style-type: none"> a) description of the mentoring solution developed and implemented; b) the start and end date from the design to implementation phases (dd/mm/yy); c) name of the client, including the name and email address of a client reference; d) description of the target user audience. 	<p>5 points per project</p> <p>Maximum of 25 points</p>	
R2	<p>Oversight Personnel (One Resource)</p> <p>The Bidder should propose one resource as the oversight personnel and demonstrate in two (2) pages or less that the proposed oversight personnel has the relevant education, training and experience in:</p> <ul style="list-style-type: none"> a) the development and implementation of web-based mentoring solutions, customization of solutions, and implementation of updates and adjustments based on client feedback; b) the exercise of quality assurance over web content; and c) ensuring that web-based solutions remain current with emerging developments in the area of mentoring and informal learning. <p>NOTE: The oversight personnel may also be proposed as a technical resource.</p>		
	<p>The two (2) page description of the oversight personnel’s relevant education, training and experience will be evaluated and awarded one of the following point amounts:</p> <ul style="list-style-type: none"> • 20 Points: Extensive education, training and experience level: The oversight personnel demonstrates extensive and relevant education, training and experience (successfully covers all three elements in great detail) • 15 Points: Good education, training and experience level: The oversight personnel demonstrates a good level of relevant education, training and experience (partially covers the three elements) • 10 Points: Adequate education, training and experience level: The oversight personnel demonstrates an adequate level of relevant education, training and experience (only covers 2 of the 3 elements) • 5 Points: Some education, training and experience level: The oversight personnel demonstrates a low level of relevant education, training and experience (only covers 1 of the 3 elements) • 0 Points: No relevant education, training and experience level: The oversight personnel does not demonstrate any relevant education, training and experience (does not cover any of the 3 elements) 	<p>Maximum of 20 points</p>	



POINT RATED TECHNICAL CRITERIA				
No.	Rated Requirement	Available Points	Cross Reference to Proposal (Page #)	
R3	<p>Proposed Technical Resources:</p> <p>The résumés provided for each proposed technical resource (up to a maximum of 5 resources) in M2 will be assessed and awarded points in R3.</p> <p>Each résumé should identify the name of the proposed technical resources and their proposed position(s) for the Work resulting from this solicitation. Each resource's résumé should include details in the following areas:</p> <ol style="list-style-type: none"> 1. Languages spoken, read and written and their proficiency in each; 2. Education (degrees/diplomas received and dates); 3. Relevant Training (dates and duration of training received); 4. History of employment and assignments (in reverse chronological order); and 5. Two (2) reference contacts (name, telephone number and email address for each) <p>Because Bidders can propose different numbers of resources, the points awarded for R3 will be determined by using an average score achieved between the proposed facilitation/delivery resources' résumés. Should the average have decimals, .01 to .49 will round down, .50 to .99 will be rounded up.</p> <p>Example: If the following resources were awarded points as follows: Resource 1 = 15 points, Resource 2 = 20 points, Resource 3 = 10 points, Resource 4 = 10 points, then the average would = 13.75 points. Therefore, the points awarded for this criterion would be 14 out of 20.</p>			
	<p>Each résumé (up to a maximum of 5) will be evaluated and awarded a score based on the following point amounts:</p> <ul style="list-style-type: none"> • 20 Points: Strong match: Demonstrates relevant qualities and qualifications in all five areas • 15 Points: Good match: Demonstrates relevant qualities and qualifications in four of the five areas • 10 Points: Adequate match: Demonstrates relevant qualities and qualifications in three of the five areas • 5 Points: Poor match: Demonstrates relevant qualities and qualifications in two of the five areas • 0 Points: Non-match: Demonstrates relevant qualities and qualifications in less than two of the five areas 		Maximum of 100 points	
R4	<p>Methodology and Approach for Maintaining and Updating the new NMP Application</p> <p>In one page or less, the Bidder should describe their proposed methodology and approach to ensure that the NMP application remains up-to-date, reflective of current developments in the area of mentoring and informal learning, and responsive to the needs of users.</p> <p>The following questions should be addressed:</p> <ol style="list-style-type: none"> 1. How will the Bidder address and integrate feedback from users and the Project / Technical Authority? 2. How will the Bidder ensure that over the course of the resulting contract, the new NMP application continues to reflect current developments in the area of mentoring. 			
	<p>The response to each of the two (2) questions will be evaluated and a score will be assigned for each response according to the following rating scale:</p> <ul style="list-style-type: none"> • 10 Points: Response provided demonstrates advanced understanding of process, methodology and approach for maintaining and updating the new NMP application. • 8 Points: Response provided demonstrates a high degree of understanding of process, methodology and approach for maintaining and updating the new NMP application. • 6 Points: Response provided demonstrates a general understanding of process, methodology and approach for maintaining and updating the new NMP application. • 4 Points: Response provided demonstrates some understanding of process, methodology and approach for maintaining and updating the new NMP application. • 2 Points: Response provided demonstrates a very limited understanding of process, methodology and approach for maintaining and updating the new NMP application. • 0 Points: Response provided demonstrates no understanding of process, methodology and approach for maintaining and updating the new NMP application. 		Up to 10 points for each response Maximum of 20 points	



POINT RATED TECHNICAL CRITERIA			
No.	Rated Requirement	Available Points	Cross Reference to Proposal (Page #)
R5	<p>Examples of Work</p> <p>Bidders should submit three examples of their work on web-based mentoring projects, such as project summaries, screen shots, site maps, graphics, web content, reports, web-based surveys, feedback forms, and other descriptive content. No page limitations apply to this criterion. The Bidder may re-use examples from M1 or provide additional examples.</p> <p>The content provided should address, at a minimum, the topics outlined in A), B) and C). Points will be awarded as described for each topic.</p>		
	<p>A) Automated mentoring functionalities: The examples provided will be evaluated and a score will be assigned for the automatic mentoring functionalities of the project according to the following rating scale:</p> <ul style="list-style-type: none"> • 10 Points: The examples demonstrate exceptionally strong automated mentoring functionalities. • 8 Points: The examples demonstrate strong automatic mentoring functionalities. • 6 Points: The examples demonstrate adequate automatic mentoring functionalities. • 4 Points: The examples demonstrate some limited automatic mentoring functionalities. • 2 Points: The examples demonstrate automatic mentoring functionalities, but they are below the requirements in the Statement of Work • 0 Points: The examples demonstrate some limited automatic mentoring functionalities. 	Maximum of 30 points	
	<p>B) Clarity and Visual Appeal: The examples provided will be evaluated for their clarity and visual appeal according to the following rating scale:</p> <ul style="list-style-type: none"> • 10 Points: Examples display an exceptional level of clarity and visual appeal. • 7 Points: Examples display a good level of clarity and visual appeal. • 5 Points: Examples display an average level of clarity and visual appeal. • 3 Points: Examples display limited clarity and visual appeal. • 0 Points: Examples lack clarity and visual appeal. 	Maximum of 30 points	
	<p>C) Creativity, originality and innovativeness: The examples provided will be evaluated for their creativity, originality and innovativeness: The examples will be evaluated and a score will be assigned according to the following rating scale:</p> <ul style="list-style-type: none"> • 10 Points: Examples display an exceptional level of creativity, originality and innovation. • 7 Points: Examples display a good level of creativity, originality and innovation. • 5 Points: Examples display an average level of creativity, originality and innovation. • 3 Points: Examples display limited creativity, originality and innovation. • 0 Points: Examples display no significant creativity, originality or innovation. 	Maximum of 30 points	
OVERALL TOTAL – POINT RATED TECHNICAL CRITERIA		255	
Minimum Number of Points Required		180	



ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid, for each of the periods specified below, its quoted firm all-inclusive per diem rate (in Cdn \$) for each of the Consultant Categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Item #	Item Title	Unit of Measure	A	B	C	D	E	Total A + B + C + D + E
			Initial Period: Contract Award to March 31, 2022	Option Period 1: April 1, 2022 to March 31, 2023	Option Period 2: April 1, 2023 to March 31, 2024	Option Period 3: April 1, 2024 to March 31, 2025	Option Period 4: April 1, 2025 to March 31, 2026	
1A	Application Development & Implementation	Firm Price	\$	N/A	N/A	N/A	N/A	\$
1B	Application End User Training	Monthly Cost per User						
	1 to 50 Users		\$	\$	\$	\$	\$	\$
	51 to 150 Users		\$	\$	\$	\$	\$	\$
	151 to 250 Users		\$	\$	\$	\$	\$	\$
	251 to 500 Users		\$	\$	\$	\$	\$	\$
	501 to 1000 Users		\$	\$	\$	\$	\$	\$
	1001 to 1500 Users		\$	\$	\$	\$	\$	\$
	1501 to 2000 Users		\$	\$	\$	\$	\$	\$
	2001+ Users		\$	\$	\$	\$	\$	\$
SUBTOTAL ITEM 1B								\$
1C	Application End User Profiles	Monthly Cost per User						
	1 to 50 Users		\$	\$	\$	\$	\$	\$
	51 to 150 Users		\$	\$	\$	\$	\$	\$
	151 to 250 Users		\$	\$	\$	\$	\$	\$
	251 to 500 Users		\$	\$	\$	\$	\$	\$
	501 to 1000 Users		\$	\$	\$	\$	\$	\$
	1001 to 1500 Users		\$	\$	\$	\$	\$	\$
	1501 to 2000 Users		\$	\$	\$	\$	\$	\$
	2001+ Users		\$	\$	\$	\$	\$	\$
SUBTOTAL ITEM 1C								\$
EVALUATED PRICE (TOTAL 1A + 1B + 1C)								\$



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the *Forms for the Integrity Regime* website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.3 Additional Certifications

Bidders must submit *Attachment 4 to Part 5 – Additional Certifications* as part of their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled *Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "*FCP Limited Eligibility to Bid*" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "*FCP Limited Eligibility to Bid*" list at the time of contract award.

5.2.3 Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.



ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

A. Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA)*, R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

B. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** **No**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant:
- b. date of termination of employment or retirement from the Public Service:

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with *Contracting Policy Notice: 2012-2* and the *Guidelines on the Proactive Disclosure of Contracts*.

C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** **No**

If so, the Bidder must provide the following information:

- a. name of former public servant:
- b. conditions of the lump sum payment incentive:
- c. date of termination of employment:
- d. amount of lump sum payment:
- e. rate of pay on which lump sum payment is based:



- f. period of lump sum payment including start date, end date and number of weeks:
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program:

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

Additional Certifications

Bidders must submit **Attachment 4 to Part 5 - Additional Certifications** as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

A. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

B. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

CONTRACT SPECIFICATIONS

1. STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

1.1 OPTIONAL GOODS AND/OR SERVICES

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 GENERAL CONDITIONS

The *2035 General Conditions - Higher Complexity - Services* (2020-05-28), apply to and form part of the Contract.

2.2 SUPPLEMENTAL GENERAL CONDITIONS

2.2.1 The supplemental general conditions [4007 Canada to Own Intellectual Property Rights in Foreground Information](#) (2010-08-16) applies to and forms part of the Contract.

3. SECURITY REQUIREMENTS

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS) with approved Document Safeguarding at the level of **protected A**, issued by the CSP of the ISS, PSPC
2. The contractor/offeror personnel requiring access to **protected** information, assets or work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP/ISS/PSPC
3. The Contractor **must not** utilize its Information Technology systems to electronically process, produce or store **protected** information until the CSP/ISS/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected A**
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC
5. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 2. Industrial Security Manual (Latest Edition)

3.1.1 Contractor's Sites or Premises Requiring Safeguard Measures

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code



Country

3.1.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

4. TERM OF CONTRACT

4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract to March 31, 2022 inclusive.

4.3 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.6 TERMINATION ON THIRTY DAYS' NOTICE

4.6.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.6.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. AUTHORITIES

5.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Jeff Williams
Title: Senior Contracting Officer
Department of Justice Canada
Finance and Planning Branch
Telephone: 604-220-9196
E-mail address: jeff.williams@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 PROJECT / TECHNICAL AUTHORITY

The Project / Technical Authority for the Contract is:

Name: TO BE ADDED AT CONTRACT AWARD
Title: _____
Department of Justice Canada
Directorate: _____
Address: _____
Telephone: ___ - ___ - _____
Facsimile: ___ - ___ - _____
E-mail address: _____

The Project / Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be



discussed with the Project / Technical Authority, however the Project / Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 CONTRACTOR'S REPRESENTATIVE

Name: TO BE ADDED AT CONTRACT AWARD

Title: _____

Organization: _____

Address: _____

Telephone: ___ - ___ - ___

Facsimile: ___ - ___ - ___

E-mail address: _____

5.4 INSPECTION AND ACCEPTANCE

The Project / Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act (PSSA)* pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

7. PAYMENT

7.1 BASIS OF PAYMENT

C0207C Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

7.2 LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract must not exceed \$TO BE ADDED AT CONTRACT AWARD. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.4 METHOD OF PAYMENT

7.4.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:



- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

7.4.2 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in 2035 General Conditions - Higher Complexity - Services (2020-05-28) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the *Direct Deposit Enrolment Form* (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice Canada internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their *Direct Deposit Enrolment Form* is up to date. Should the Contractor's information within the *Direct Deposit Enrolment Form* not be accurate or up to date, the provisions identified herein under section 16, *Payment Period* and section 17, *Interest on Overdue Accounts*, set out in 2035 General Conditions - Higher Complexity - Services (2020-05-28) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.4.3 Cost Submission - Limitation of Expenditure or Ceiling Price

If requested by the Contracting Authority or auditor designated by the Contracting Authority, the Contractor must submit to the Contracting Authority or the auditor as applicable, a cost submission, upon completion of the Contract or annually for multi-year contracts spanning more than one contractor fiscal year.

The cost submission must contain a breakdown of all applicable cost elements as detailed in the Contract and must be signed and certified accurate by the Contractor's Senior Financial Officer, unless stated otherwise in writing.

Supporting information for each cost element must be available in sufficient detail to allow for an in-depth audit.

7.4.4 Discretionary Audit

The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

8 **INVOICING INSTRUCTIONS**

8.1 The Contractor must submit invoices in accordance with the section entitled "*Invoice Submission*" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Each invoice must be supported by:

- a) a copy of the monthly progress report.

8.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.



TO BE ADDED AT CONTRACT AWARD

9 CERTIFICATIONS AND ADDITIONAL INFORMATION

9.1 COMPLIANCE

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

11 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007 Canada to Own Intellectual Property Rights in Foreground Information](#) (2010-08-16);
- (c) the [2035 General Conditions - Higher Complexity - Services](#) (2020-05-28);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the Contractor's bid dated TO BE ADDED AT CONTRACT AWARD

12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

13 INSURANCE- NO SPECIFIC REQUIREMENT

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

14. DISPUTE RESOLUTION FOR CANADIAN CONTRACTORS

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle.

If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the [Department of Public Work and Government Services Act](#) and Section 23 of the [Procurement Ombudsman Regulations](#).

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

15. COMPLAINTS BY CANADIAN CONTRACTORS WITH RESPECT TO THE ADMINISTRATION OF THE CONTRACT

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the [Department of Public Work and Government Services Act](#) will review a complaint filed by the complainant respecting the administration of the Contract if the requirements



of Subsection 22.2(1) of the [Department of Public Work and Government Services Act](#) and Sections 15 and 16 of the [Procurement Ombudsman Regulations](#) have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



ANNEX A
STATEMENT OF WORK

A1. TITLE

New National Mentoring Program Application

A2. OBJECTIVES

The requirement is for a Contractor with expertise in mentoring to design, develop, maintain and support a modern National Mentoring Program (NMP) application for the Department of Justice using a customized version of the Contractor's existing mentoring software. The new application will replace the existing NMP application and will need to retain the automatic matching functionality which matches mentors with associates (employees who are seeking mentors) and suggests potential pairings based on the profiles created by mentors and associates. The current NMP application is an internal system hosted on the server of the Department of Justice, with connectivity to internal Departmental databases. The new NMP application must be hosted externally on the Contractor's server(s). The new application will not have access or connectivity to internal Department of Justice databases. Rather, mentors and associates will provide data via profiles that they input through a web-based application operated by the Contractor on an external server located in Canada. The automated matching process will use the data provided by the mentors and associates to recommend potential pairings. The new NMP application must be bilingual in accordance with the [Official Languages Act](#) and [Official Languages Regulations](#). The new NMP application must also feature a reporting functionality to report detailed mentoring statistics and results to the NMP team at the Department of Justice. Finally, the new NMP application must respect all privacy and security requirements, as well as accessibility standards, of the Government of Canada.

A3. BACKGROUND

Department of Justice:

The NMP is aligned with the overall organizational mission, objectives and priorities of the Department of Justice. In order to understand the role of the NMP, it is essential to understand the current context in the Department.

Mission: The Department of Justice works to ensure that Canada's justice system is fair, accessible and efficient. It helps the federal government to develop policies and to draft and reform laws in accordance with societal changes. At the same time, Justice acts as the government's legal advisor, providing legal counsel and support, and representing the Government of Canada in court.

Strategic Outcomes: The Department has two strategic outcomes that reflect its dual role in supporting the Minister of Justice and Attorney General of Canada:

- to provide a fair, relevant and accessible justice system that reflects Canadian values; and
- to ensure that the federal government is supported by high-quality legal services.

Roles and Responsibilities:

The Department supports the Minister of Justice, who is responsible for 52 statutes and areas of federal law, by ensuring a bilingual and bijural national legal framework, principally within the following domains: criminal justice (including justice for victims of crime and youth criminal justice), family justice, access to justice, Aboriginal justice, public law, and private international law.

The Department also supports the Attorney General as the chief law officer of the Crown, both in terms of the ongoing operations of government and of the development of new policies, programs, and services for Canadians. The Department provides legal advice to the Government and federal government departments and agencies, represents the Crown in civil litigation and before administrative tribunals, and drafts legislation.

The Department of Justice fulfills three distinctive roles within the Government of Canada. It acts as:

- a policy department with broad responsibilities for overseeing all matters relating to the administration of justice that fall within the federal domain—in this capacity, it strives to ensure a fair, relevant, and accessible Canadian justice system for all Canadians;
- a provider of a range of legal advisory, litigation, and legislative services to government departments and agencies; and
- a central agency responsible for supporting the Minister in advising Cabinet on all legal matters.

Current Priorities:

The 2019-20 Departmental Plan outlines five areas of focus for the Department of Justice:

- Implementing a legal services and litigation strategy



- Fostering safety and security and transforming the criminal justice system
- Advancing reconciliation
- Strengthening human rights, governance and the rule of law
- Enabling legal and business excellence

Deputy Minister's Vision:

In her Vision for the Department, Deputy Minister Nathalie Drouin has identified Building and Recognizing Expertise as a key pillar:

"Justice needs to ensure that our employees have the right knowledge and expertise to meet the needs of our clients. This requires recognizing and maintaining the core expertise of our professionals, ensuring effective and sustained professional development, training and talent management, recognizing accomplishments and proactively profiling our experts and success stories."

A strong departmental mentoring program is an integral part of fulfilling that vision.

Workforce and Structure:

The Department of Justice has approximately 4,300 dedicated FTE employees, and 59 percent of Justice employees are located in the National Capital Region. The other 41 percent provide a strong national presence through a network of regional offices and sub-offices across the country.

Just over half of the Department's employees are lawyers. The other half comprises a broad range of professionals, including paralegals, social scientists, program managers, communications specialists, financial officers, human resources professionals and administrative services personnel.

The Department of Justice is sub-divided between specific areas of expertise designated as Portfolios, Sectors and Branches and operates in 7 different regions of Canada. Regional offices are located in Vancouver, Whitehorse, Edmonton, Calgary, Saskatoon, Winnipeg Toronto, Montreal and Halifax.

While the amount of participants in the National Mentoring Program fluctuates, there are generally more than 1000 employees participating in the National Mentoring Program as mentors and associates (mentees).

A4. SCOPE

Using a customized version of its existing mentoring software, the Contractor must design, implement, update as needed, maintain and support a bilingual application for the National Mentoring Program (NMP), which will be housed on the Contractor's server or servers. The server(s) must be located in Canada. The new application must include an automatic matching feature. In addition, the new NMP application must also feature a reporting functionality to report results to the NMP team at the Department of Justice (the Centre of Expertise for Learning and Professional Development). Finally, the new application must contain web-based resources and content to support mentors and associates, such as:

- A home page with basic information about the NMP;
- An online help page;
- A frequently asked questions page;
- An "About the NMP" section;
- A "Resources and Tools" section;
- A program guide;
- New articles and documents related to mentoring;
- A continuing professional development section; and
- An "NMP Team" section.

Broadly speaking, the new NMP application must contain the same core features as the existing NMP application. The structure, processes, functionality and requirements of the current NMP and the existing NMP application are described below. The application must be accessible to participants via the Internet.

About the current NMP and the existing NMP application:

Scope: The NMP is open to all employees at the Department of Justice. It crosses levels, functions, geographies and generations. Mentors and associates are drawn from all sectors, branches, portfolios and regions. In addition, participants in the program can recruit mentors or associates from outside the department and track those mentoring relationships within the NMP application.

Objectives: The NMP supports employees in fulfilling the Department's mandate and responding to organizational priorities by:

- fostering learning through the exchange of knowledge across levels, functions, geographies and generations;



- contributing to a workplace that is more diverse and inclusive; and
- supporting the development of leaders of today and the leaders of tomorrow by building on their strengths and developing their leadership skills.

Principles: Informal learning is one of the most valued outcomes reported by mentors and associates. The NMP enables access to mentoring relationships for everyone in the organization, including to those who have traditionally had less access to mentors.

Definitions:

Mentors: Mentors are typically seasoned employees who are motivated to help others succeed. Mentors share their knowledge, skills and experience and act as advisors and guides. With the help of their mentors, associates are better able to achieve professional development and career goals, broaden their own experiences and share new ideas. Mentors are in a unique position to offer diverse perspectives and personal insights.

Associates: Typically, associates are new or junior employees who are looking to expand their knowledge of the organization. Associates work with their mentors to learn from the knowledge, skills, techniques and experience of others. They must be willing to self-disclose, to ask for help, to seek new ideas, and to try new ways of doing things. An effective associate is committed to learning, growing, and taking charge of his or her professional and career development. Associates apply the lessons they have learned from their mentors to achieve personal improvement.

How the Program Works:

<p><i>For associates:</i></p> <p>Individuals who are seeking a mentor (associates) follow the steps below to identify a mentor:</p> <ol style="list-style-type: none"> 1. create a profile; 2. complete the matching questionnaire for associates (see Appendix 3 to Annex A for a sample questionnaire for an associate seeking a mentor); 3. choose a mentor; 4. Update the profile and/or matching questionnaire as required. 5. Once paired, register the mentoring relationship in the system. 	<p><i>For mentors:</i></p> <p>Individuals who are seeking an individual to mentor, follow the steps below to identify an associate (the person he or she will mentor):</p> <ol style="list-style-type: none"> 1. create a profile; 2. complete the matching questionnaire for mentors (see Appendix 4 to Annex A for a sample questionnaire for a mentor seeking an associate or associates); 3. when a potential associate reaches out, review the associate's NMP File prior to committing to a mentoring relationship 4. select an associate 5. Update the profile and/or matching questionnaire as required. 6. Once paired, register the mentoring relationship in the system.
<p><i>Note: Employees may register as both mentors and associates in the NMP Application.</i></p>	

How Does the Automated System Work?

The NMP Application awards points for each identical answer in the associate matching questionnaire, which then determines the ranking of potential mentors. The system takes a number of factors into account to ensure the best possible matches:

- If a language preference is indicated, it is an absolute criteria.
- Associates may indicate a preference from a particular classification group or specialization. For example, an associate may indicate that he or she would like a mentor from the community of legal professionals at the Department of Justice (e.g. lawyers in the LP and/or LC classification groups only). In this case, proposed mentors identified would need to be from within those classification groups.
- Associates may indicate specific preferences in a range of other areas, including: linguistic groups; gender; age range; employment equity (EE) group; classification group; office location; areas of experience, knowledge and/or skill sought in a mentor.
- When the areas of interest listed are sufficiently broad, the system generates up to 10 mentoring options.
- Associates can have up to 10 mentor choices offered at a time.
- If an unmatched associate has not completed 100% of his or her matching questionnaire, no potential mentors will be proposed.
- If a mentor has not completed 100% of his or her matching questionnaire, he or she is not included in the pool of available mentors.
- The pool of mentors is a dynamic one, meaning that each time a new mentor registers or becomes available in the pool, the list of proposed mentors available to associates searching in the system is new.
- While this feature is not included in the existing NMP application, one function that has been suggested is to have the application generate an automatic email message to associates whenever a new mentor is added who matches the criteria that the associate has indicated he or she is seeking. Additionally, other automated message could be included, such as notification to a potential mentor or associate that he or she has not completed his or her profile within 30 days of registering in the NMP application.



The data listed below is gathered from mentors and associates and may be used for matching purposes. Please note that not every data field is pertinent to every member or associate. For example, those items marked with an asterisk (*) are specific to legal practitioners.

- Name
- Title
- Assistant
- Classification Group and Level
- Contact Information
- Portfolio, Branch or Sector
- Office Location
- Legal Areas of Practice *
- Activity Type in Legal Practice *
- Year of Admission to the Bar *
- Year of Admission to the Chamber of Notaries *
- Education
- Professional Associations and Activities
- Awards and Recognition
- Other Spoken Languages)
- Publications and Conferences
- Education
- About Me (additional personal and professional information)
- Year of Birth
- First Year in the Public Service
- First Year in the Department
- Level in French and/or English

During the initial contract period (from date of Contract to March 31, 2022), the Contractor must work with the Project / Technical Authority (or, as designated by the Project / Technical Authority, others from the Centre of Expertise for Learning and Professional Development, Human Resources Branch, Department of Justice Canada) to design, develop, implement, administer, operate, maintain and support the new NMP application for the Department of Justice using a customized version of the Contractor's existing mentoring software. Throughout this period, the Service Provider will provide ongoing technical support services, on an ongoing basis, to the Department of Justice. Members of the NMP Team at Justice will act as the liaison between users who are having issues with the NMP application and the Contractor.

The Contractor must administer, operate and update the NMP application, as required, to keep it current with industry standards and ensure it meets the ongoing needs for an effective mentoring program as identified by the Project Authority. Should the Project / Technical Authority request adjustments to the application in response to feedback from mentors, associates or the NMP Team, the Contractor must implement the requested revisions, provided that the revisions fall within the specifications outlined in this Statement of Work.

As per the Contract, the Department has the option to extend the term of the Contract by up to four additional one year periods. Should one or more of these options be exercised, the Contractor will administer, operate, maintain and support the new NMP application for the Department of Justice. Throughout these periods, the Contractor will continue to provide ongoing updates and technical support services, on an ongoing basis, for the new NMP application.

The Contractor must work with departmental experts (e.g. Learning Advisors) and/or other subject-matter expert(s), as directed by the Project / Technical Authority, to ensure that the design of the new NMP application takes into account critical considerations such as diversity and respect for gender identity, as well as emerging developments in the area of mentoring.

A5. DELIVERABLES

The deliverables under the Contract will be initiated through Authorizations issued by the Project / Technical Authority to the Contractor. The first Authorization will be for the design, development, implementation, administration, operation, maintenance and support of a new NMP application, using the Contractor's existing mentoring software. The application must be designed and kept up-to-date in order to meet the specific needs of mentors and associates at the Department of Justice. The Project / Technical Authority will act as a liaison between end users (mentors and associates) and the Contractor to communicate ongoing needs.

Subsequent Authorizations will be issued for each option period. If further customization is required in response to evolving needs, the authorization will address any new requirement for subsequent updates.

A6. DESCRIPTION OF PRODUCTS AND SERVICES TO BE PROVIDED



The Contractor must design, develop, maintain and support the new NMP application, using the Contractor's existing mentoring software, in such a way that the new application meets the following requirements:

REQUIREMENT	DESCRIPTION
Digital solution	An online application that is accessible via the internet and has prominent linkage through the Department of Justice Intranet Site, JUSnet.
Security	The new system must meet Government of Canada Security Requirements. [See Appendix 1 to Annex C - Recommended Security Controls] for a description of the recommended security controls
Privacy	The new system must meet all <u>Government of Canada and Department of Justice policies and regulations with respect to privacy protections and the protection of the personal information and data.</u>
Authorization	The ability to set roles/permissions to access certain features or data.
Authentication	An Identity and Access Management solution needs to be in place to authenticate newly registered users and ensure they are the rightful owners of the Justice e-mail account they use to register to the NMP.
Accessibility	The ability to meet accessibility standards for the Government of Canada (e.g. <u>Government of Canada Standard on Web Accessibility</u>)
Official Languages and Bilingual support	The ability to toggle between English and French language.
Basic features for mentors, associates	Ability to enter/edit a profile; Ability to complete/edit a questionnaire for the purpose of matching; Ability to request a mentor from a mentors list; Ability to register existing mentoring relationship that materialized outside of the matching protocol; Ability to approve/reject a mentorship request.
Basic features for administrator role	Ability to add/delete other administrator users; Ability to see a list of all participants and their profile details; Ability to select/edit participant profiles; Ability to view/edit the mentoring relationship list; Ability to affect content (text, link, multi-media) displayed to users when using the application.
Automated matching	Ability to automatically match associates and mentors according to certain business rules that incorporate the matching questionnaire and the user profiles.
Automated email notifications	System to generate periodic e-mail notifications based on several factors such as, but not exclusively: When a mentorship request is submitted/withdrawn/terminated; When a profile is incomplete and needs attention. Other automated message could be included, such as notification to a potential mentor or associate that he or she has not completed his or her profile within 30 days of registering in the NMP application.
Reporting	The ability to generate various reports in downloadable Excel format; Report on the overall participation rate; Report on the participation rate by sector / portfolio; Report on the participation rate by region; Report on participants' areas of interest; Ability to filter reports upon certain criteria.
Technical Support	Provide ongoing technical support with respect to the NMP application to members of the NMP Team and users of the NMP application (primarily mentors and associates).
Interoperability with Justice Systems	While the NMP Application will not have direct linkages with internal Justice tools, applications and databases, reports, statistics and other outputs should be produced in formats that are compatible for use with Justice applications, such as Peoplesoft, Microsoft Office (Excel, Word,



	PowerPoint) and a learning management systems to be implemented in the future. Adjustments and updates may need to be made to the NMP application to ensure this remains the case.
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A7. ROLES AND RESPONSIBILITIES

Contractors Responsibilities

- To provide the deliverables and services indicated in this Statement of Work.
- To ensure a consistent high quality of design, implementation, delivery, maintenance and support for the new NMP application.
- To ensure a consistent high quality of the translation of all public content within the NMP application.
- To arrange for and provide all facilities and equipment required to design, develop, implement, administer, operate, maintain and support the new NMP application.
- To work with information technology, privacy and access to information experts at the Department of Justice to ensure that all technical requirements are met.
- Communicate to the Project / Technical Authority suggestions and recommendations for updates, improvements and enhancements to the NMP application.
- Inform the Project / Technical Authority of updates required to keep current with industry standards and obtain the Project / Technical Authority's agreement to make changes and updates that will have an impact on the new NMP application.
- Troubleshooting issues with the JUS NMP Administrator

Responsibilities of the Department of Justice

For the design, development and implementation phase of the mentoring solution:

- Act as a conduit between the Contractor and the NMP Team
- Communicate with employees and organize activities to promote the benefits of participating in the NMP.
- Work in collaboration with the Contractor to establish definitive calendar for the development of the new NMP application.
- Plan information and orientation sessions, including training on how to use the new NMP application in coordination with the Contractor.
- Obtain feedback on the new NMP application from mentors and associates, review and analyze their results and make suggestions to improve and enhance the application.
- Troubleshooting non-technical issues related to new NMP application;
- Liaising with the Contractor on technical issues related to the new NMP application.

For the maintenance and updates phase of the new NMP application:

- Task the Contractor with updates and enhancements to the new NMP application based on feedback from mentors, associates and the NMP team.

A8. DESCRIPTION OF CONTRACTOR'S PERSONNEL

Oversight Personnel

The Contractor will provide oversight personnel who will be responsible for the following:

- Act as interlocutor with the Project / Technical Authority;
- Ensure the oversight and quality of design, development, administration, operation, maintenance and support for the NMP application.
- Ensure the NMP application remains up-to-date with current and evolving industry standards and the needs of mentors and associates at the Department of Justice; and
- Ensure that the NMP application is responsive to feedback and inquiries from mentors, associates and the NMP team.

Technical Programming/Web Development Resource

The Service Provider will provide the services of a minimum of one (1) technical expert with experience in programming and/or web development.

A9. LANGUAGE REQUIREMENT



The Contractor must provide all public content for the new NMP application, including web content and supporting material, in both English and French, at the written language proficiency level indicated and described in the table below:

Language :	<input checked="" type="checkbox"/> English	<input checked="" type="checkbox"/> French
Language Proficiency Grid:		
Written	<input checked="" type="checkbox"/> Advanced Level A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner 	

For standard Government of Canada terminology, the Service Provider can refer to the government's translation web platform, Termium Plus (<http://www.btb.termiumplus.gc.ca/>), or to publically available Government of Canada publications. Standard Government of Canada terminology is required where applicable.

A10. MEETINGS

No meetings with the Project / Technical Authority where the Contractor would incur separate travel costs are anticipated. Communication with the Project / Technical Authority would mostly be via telephone and electronic communication. Demonstrations, meetings and reviews will need to be conducted remotely, either by telephone, e-mail or virtual meeting technology (MS Teams or WebEx).

A11. TRAVEL

There will be no reimbursement of travel incurred by the Contractor in the performance of the contracted services.

A12. DELIVERY DATE FOR NEW NMP APPLICATION

To be determined by the Project / Technical Authority but no later than 90 days after contract award.

A13. LOCATION OF WORK

Given the current context of remote work and physical distancing, access to Justice facilities is limited. The Contractor must be prepared to conduct its work remotely and to communicate with the Project Authority by telephone, e-mail or virtual communications means (e.g. MS Teams, WebEx). The Contractor will not be permitted to conduct work inside of Justice facilities. Please note that this guidance may change based on advice from local public authorities. The Project Authority will communicate any such changes to the Contractor, as soon as they become available.

A14. CONSTRAINTS

The Contractor must demonstrate to the Project / Technical Authority that the new NMP application will be accessible to all employees of the Department of Justice across Canada and that the data and information provided by mentors and associates will be housed on a secure server located within Canada which meets all of the security and privacy requirements of the Department of Justice and the Government of Canada throughout the contract duration.



**ANNEX B
BASIS OF PAYMENT**

B1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the table below. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Initial Period from Contract Award to March 31, 2022			
Item #	Item	Firm Price	
1a	Application Development & Implementation		\$
		Monthly Cost Per User	
1b	Application End User Training	1 to 50 Users	\$
		51 to 150 Users	\$
		151 to 250 Users	\$
		251 to 500 Users	\$
		501 to 1000 Users	\$
		1001 to 1500 Users	\$
		1501 to 2000 Users	\$
		2001+ Users	\$
		Monthly Cost Per User	
1c	Application End User Profiles	1 to 50 Users	\$
		51 to 150 Users	\$
		151 to 250 Users	\$
		251 to 500 Users	\$
		501 to 1000 Users	\$
		1001 to 1500 Users	\$
		1501 to 2000 Users	\$
		2001+ Users	\$

Estimated Cost: \$TO BE ADDED AT CONTRACT AWARD



B2 Subject to the exercise of the Contract option to extend the Contract period and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the table below. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Item #	Item	Unit of Measure	Option Period 1: April 1, 2022 to March 31, 2023	Option Period 2: April 1, 2023 to March 31, 2024	Option Period 3: April 1, 2024 to March 31, 2025	Option Period 4: April 1, 2025 to March 31, 2026
			Monthly Cost Per User			
1b	Application End User Training	1 to 50 Users	\$	\$	\$	\$
		51 to 150 Users	\$	\$	\$	\$
		151 to 250 Users	\$	\$	\$	\$
		251 to 500 Users	\$	\$	\$	\$
		501 to 1000 Users	\$	\$	\$	\$
		1001 to 1500 Users	\$	\$	\$	\$
		1501 to 2000 Users	\$	\$	\$	\$
		2001+ Users	\$	\$	\$	\$
		Monthly Cost Per User				
1c	Application End User Profiles	1 to 50 Users	\$			
		51 to 150 Users	\$			
		151 to 250 Users	\$			
		251 to 500 Users	\$			
		501 to 1000 Users	\$			
		1001 to 1500 Users	\$			
		1501 to 2000 Users	\$			
		2001+ Users	\$			

Estimated Cost: \$UNFUNDED



ANNEX C
SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Department of Justice Canada	2. Branch or Directorate / Direction générale ou Direction Learning and Professional Development (HR Branch)
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail The Department of Justice requires specialized services to design, deliver, maintain and support a new National Mentoring Program (NMP). The new application will replace the existing NMP application and will need to retain the automatic matching functionality which matches mentors with associates (employees who are seeking mentors) and suggests potential pairings based on the profiles created by mentors and associates.	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	Special comments: Commentaires spéciaux : _____		

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production	✓															
IT Media / Support TI	✓															
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D
INTEGRITY REGIME VERIFICATION FORM

The supplier should complete the Form and submit it precedent to contract award.*

Supplier's legal name:	
Organizational structure:	<input type="checkbox"/> corporate entity <input type="checkbox"/> privately owned corporation <input type="checkbox"/> sole proprietor
Bidder's address:	
Procurement Business Number (PBN):	

Directors / Owners *		
First Name	Last Name	Position (if applicable)

* Note:

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.